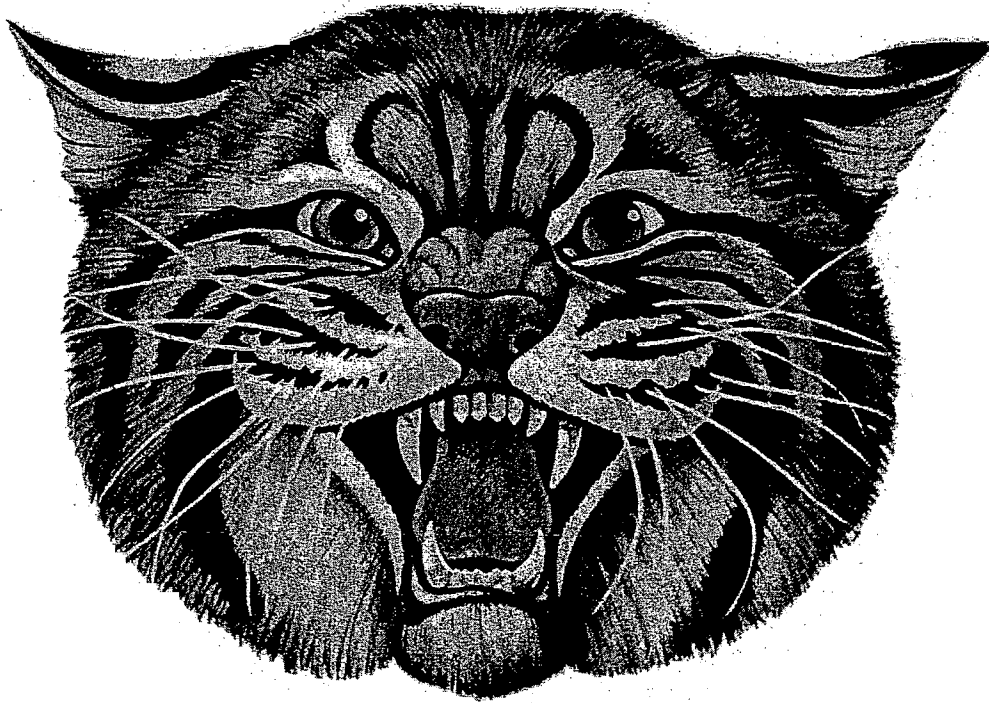


Maquoketa Valley CSD

Maquoketa Valley EA

7/1/2005 6/30/2007

2005/2006
MASTER CONTRACT



MAQUOKETA VALLEY EDUCATION
ASSOCIATION

AND

MAQUOKETA VALLEY
COMMUNITY SCHOOL DISTRICT

2005/2006 MASTER CONTRACT

Changes from 2004/2005

The 2005/2006 agreement reflects a 4% package. All items shall remain current contract except as follows: The underlined are added/changed language.

Article II: Compensation

B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District. Any year a staff member reaches the end of a lane, longevity will be added at \$300 for each BA lane and \$400 for each MA lane. When no teacher is at the end of any lane, no increments will be added. A Masters Degree must be in the assigned teaching category for placement above BA+20. A year of Service shall consist of employment in the Maquoketa Valley School District for more than 90 teaching days in any one school year.

C. Employees on the salary schedule hereinabove referred to will move from one educational lane to a higher educational lane and shall move to the corresponding eligibility step/increment on the higher lane, however, a Masters Degree must be in the assigned teaching category for placement above B.A.+20. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional education credit with the superintendent between the 15th day of August and the 10th day of September.

Article III: Employee Work Year

C. The contract year will include six (6) professional development days [seven (7) days for employees new to the district]. Any additional professional development days added beyond 6 [7 for new employees] will be paid per diem by the state. If the state fails to fund these days, the days will be dropped from the work year.

*There will be gentlemen's agreement that teachers will not have assigned duties, such as bus duty, following student dismissal.

*The District agrees to make every effort to allow staff to hold committee meetings and Career Development meetings within the normal contract day.

* This language will not be included in the Master Contract.

Article VI: Insurance

A. The district will provide \$175.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district. The \$175.00 will be used to purchase a tax-sheltered annuity.

Article VII: Dues Deduction (the word annual will be deleted)

D. Such authorization [annual] shall continue in effect unless revoked in writing by a thirty (30) day notice to the Board.

Article XV: Term of agreement shall reflect a two-year agreement beginning July 1, 2005 through June 30, 2007.

Schedule A: Language regarding lateral movement will be eliminated.

Schedule B: Change dates

Exhibit C: New form is attached.


2006/2007 Settlement

The 2006/2007 agreement reflects a 4% package. It will include an additional \$25/month TSA for those employees who take single health insurance or who are covered by insurance of a spouse employed by the district. All other contract language shall remain the same.




Maquoketa Valley Community School District - Superintendent

2-21-05
Date



Maquoketa Valley Community School District - Board President

2-21-05
Date



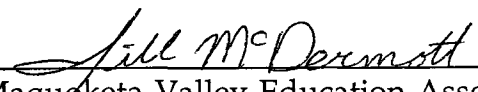
Maquoketa Valley Education Association - Co-Chief Negotiator

2-21-05
Date



Maquoketa Valley Education Association - Co-Chief Negotiator

2-21-05
Date



Maquoketa Valley Education Association - President

2-21-05
Date

In Witness Whereof, the undersigned have executed this agreement on the dates hereinafter shown.

Steve Lane
Maquoketa Valley Community School District - Superintendent

2-21-05
Date

Donna McKim
Maquoketa Valley Community School District - Board President

2-21-05
Date

Jason L. Hille
Maquoketa Valley Education Association - Co-Chief Negotiator

2-21-05
Date

Janet Leonard
Maquoketa Valley Education Association - Co-Chief Negotiator

2-21-05
Date

Bill McDermott
Maquoketa Valley Education Association - President

2-21-05
Date

TABLE OF CONTENTS

<u>Topic</u>	<u>Article</u>	<u>Page No.</u>
Agreement		1
Recognition	I	2
Compensation	II	2-3
Employee Work Year	III	3
Employee Hours	IV	4-5
Leaves	V	5-7
Insurance	VI	8
Dues Deduction	VII	9
Association Rights	VIII	10
Evaluation Procedure	IX	11
Staff Reduction	X	12-13
Transfer Procedures	XI	14
In-Service Training	XII	14
Grievance Procedure	XIII	15-16
Health & Safety	XIV	16
Term of Agreement	XV	17
Savings Clause	XVI	17
2005/2006 Salary Schedule	Exhibit A	18
2005/2006 Supplemental Schedule	Exhibit A-1	19
Phase II Salary Schedule	Exhibit B	20-21
Dues Deduction Form	Exhibit C	22

AGREEMENT

THIS AGREEMENT, made and entered into by and between the MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT, hereinafter referred to as the "EMPLOYER", and the MAQUOKETA VALLEY EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I

RECOGNITION

The employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for those persons employed by the employer in the following classifications:

Classroom Teachers
Guidance Counselors
Professional Certified Librarians

as certified by the Public Employment Relations Board in Case 194, which persons are covered by this agreement and hereinafter referred to as "employee(s)". Persons in all other employment classifications employed by the employer are specifically excluded from this agreement and the employer does not recognize the Association as the representative in collective bargaining for said persons or employment classifications.

ARTICLE II

COMPENSATION

A. The compensation of the employees covered by this agreement is set forth in Schedule A, which is attached hereto and made a part hereof.

B. Employees shall be granted an increment on the schedule hereinbefore referred to for each year of service to the Maquoketa Valley School District. Any year a staff member reaches the end of a lane, longevity will be added at \$300 for each BA lane and \$400 for each MA lane. When no teacher is at the end of any lane, no increments will be added. A Masters Degree must be in the assigned teaching category for placement above B.A.+20. A year of service shall consist of employment in the Maquoketa Valley School District for more than 90 teaching days in any one school year.

C. Employees on the salary schedule hereinabove referred to will move from one educational lane to a higher educational lane and shall move to the corresponding eligibility step on the higher lane, however, a Masters Degree must be in the assigned teaching category for placement above B.A.+20. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional education credit with the superintendent between the 15th day of August and the 10th day of September.

D. Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month commencing two weeks after the first workday, second payment to be on or before September 30th and the balance on the 15th and the last working day of each month thereafter. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

E. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

F. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee. The employer shall pay all remaining summer checks on or before July 15.

G. In addition to the compensation otherwise set forth in this agreement, the employer will pay to employees conducting programs designated by the employer such as summer programs, before or after school Drivers Education, etc., the sum of \$18.00 per clock hour or 55 minute teaching period.

H. Employees who are directed to use their own automobile in the conduct of the business of the Maquoketa Valley School District other than herein set forth, shall be reimbursed for travel between schools and travel at the direction of the Maquoketa Valley School District at the rate of thirty cents (.30¢) per mile.

I. Each employee shall receive passes for school events for employee and a guest.

J. Phase III:

1. The rate of pay for work performed for Phase III shall be \$18.00 per hour.

2. The teacher will have the right to grieve specific application of the Phase III plan to the teacher, but not plan content and/or plan criteria.

ARTICLE III

EMPLOYEE WORK YEAR

A. The in-school contract year for employees shall not exceed 191 days except for employees new to the district who shall work 192 days.

B. The contract year will include five (5) duty-free holidays:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day

C. The contract year will include six (6) professional development days [seven (7) days for employees new to the district]. Any additional professional development days added beyond 6 [7 for new employees] will be paid per diem by the state. If the state fails to fund these days, the days will be dropped from the work year.

ARTICLE IV

EMPLOYEE HOURS

A. WORKDAY:

The workday shall begin at 8:00 a.m. and end at 3:30 p.m. or when the last bus leaves the employee's building, whichever is later. Except as follows:

1. The workday shall be extended thirty (30) minutes on the days there is scheduled a building staff meeting.
2. The workday shall be extended one (1) hour on the days there is scheduled a general staff meeting.
3. On Fridays and the day before holidays the workday shall conclude after the last bus departs from the employee's school building.
4. Employees may be dismissed earlier at the discretion of the building principal.
5. During the workday the employee shall be in the school building except during lunch periods or when any duty shall require the leaving of the school building.
6. Each elementary teacher (K-6) shall have a continuous 30 minute break time each day.
7. Open House - Employees may be required, once per semester, to attend an evening open house. All such hours outside the regularly scheduled workday will be compensated at the same hourly rate as specified for work performed for Phase III.
8. Parent/Teacher Conferences - Employees may also be required to conduct regularly scheduled parent teacher conferences beyond the normal workday. All such hours outside the regularly scheduled work day shall be reimbursed with compensation time.

B. EXTRA DUTIES:

1. Employees shall perform other duties outside the normal workday as assigned by the employer.
2. An employee shall not be assigned more than three (3) extra duties such as ticket taking, bus chaperoning, dance chaperoning, etc. during the term of the agreement. For performing said extra duties, the employee will be paid \$8.00 per hour for each hour worked or increment thereof with a minimum payment of \$16.00 per event on said duties.
3. The term "extra duties" shall not include duties provided in the supplemental pay schedule, extended contracts, FFA activities or as otherwise provided in this agreement.

4. No employee shall be assigned any extra duties on Saturday, Sunday, holidays or days preceding holidays.

5. Employees shall receive said pay on the last pay period in December and on the last pay period in June.

C. DUTY FREE LUNCH:

Employees shall be allowed twenty-five (25) minutes duty free lunch.

ARTICLE V

LEAVES

1. **PERSONAL ILLNESS:** Employees shall be granted fifteen (15) days of sick leave per consecutive year of employment with the employer. Consecutive years shall refer only to the employees most recent consecutive years of employment with the employer. Any portion of the employee's yearly sick leave unused shall be accumulated not to exceed the total of 120 days including the year during which the 120 day total is accumulated. Sick day leave may only be used for leave due to illness or injury and the employer shall be provided with reasonable evidence, if requested by the employer confirming that said leave was taken for the purposes hereinbefore set out. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination as to any unused days on the date of the employee's termination of employment.

2. **FUNERALS:** Employees shall be granted a leave of absence at full pay for up to five school days to attend the funeral of a husband, wife, son, daughter, father, mother, mother-in-law or father-in-law. Employees shall be granted a leave of absence at full pay for up to four school days to attend the funeral of a son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparent-in-law or grandchild.

One day of leave at full pay shall be granted to employees to attend the funeral of an aunt, uncle, other relative or relative of a spouse.

Employees may be granted one working day leave of absence with pay in the event of death of a friend. The employee will reimburse the district the cost of substitute pay.

In the case of a death in the immediate family, an employee may be granted an additional bereavement leave without pay at the discretion of the superintendent, however, said additional leave shall not exceed ten calendar days.

3. **PERSONAL LEAVE:** Employer shall grant to the employees two (2) paid personal leave days per year for business or personal purposes. Employees shall notify the principal of intent to take a personal leave day at least two school days prior to the taking of said personal leave day or less time at the discretion of the employer. If more than one employee, under the direction of the same principal, wishes to take the same personal leave day, the employee employed for the longest period of time by the employer

shall have preference and the remaining employee or employees may not use said day for a personal leave day unless their principal shall determine that their absence will not have an adverse effect on the efficiency of the operation of the school or schools under said principal. Personal leave may not be taken the day preceding or following a holiday period or during regularly scheduled in-service days except at the discretion of the superintendent. Employees shall be allowed to take personal leave in half-day increments.

Teachers with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal day not used or may elect to carry over up to three (3) personal leave days for use in the following year(s). Employees shall notify the superintendent's office by June 1 of their preference as to carrying over or cashing out unused personal leave days.

4. EDUCATIONAL MEETINGS OR VISITING OTHER SCHOOLS:

Attendance at educational meetings or visiting other schools shall be permitted without loss of compensation if such absences are approved by the principal and the superintendent. Approval by the principal and superintendent may include reimbursement for such expenses as approved by the principal and superintendent. Employees desiring to be absent to attend educational meetings or visit other schools shall request approval therefore by submitting a written request signed by the principal and filed in the business office at least one week prior to the first day of anticipated absence.

5. ABSENCE WITHOUT PAY: Good Cause Leave: In situations where an employee has exhausted the appropriate paid leave otherwise available in this Article or in situations not covered by any paid leave in this Article, absence with pay, without pay, or with the employee's pay being deducted for the cost of a substitute may be authorized by the superintendent for good cause. The granting or denial of this leave is not grievable under Article XIII.

6. ASSOCIATION LEAVE: Employer shall allow a total of six (6) days non-cumulative leave per year to be used by the Association representatives to attend conferences and meetings of the ISEA, NEA or JDC. Said six (6) days shall be without loss of pay and may be divided among Association representatives as the Association shall determine, but said leave shall be granted only under the following conditions.

a. Written request on a regular request form and subsequent approval by the superintendent or his designated representative at least five (5) days prior to any day or days sought to be used.

b. That the employer is able to obtain a substitute or substitutes for the day or days of said leave which are sought to be used.

c. That the Association shall reimburse the employer for the costs incurred for the substitute or substitutes used during the day or days of said leave.

7. **PREGNANCY:** Pregnancy will be treated as an illness and subject to sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubt exists, the superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, as sick leave will not be granted until such notification from the physician has been received.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

8. **FAMILY MEDICAL LEAVE:** Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, Board policy, and the regulations implementing the Act.

No provision of the Act is diminished by the inclusion of this provision in this contract nor are any provisions of this contract diminished by the inclusion of this provision in the contract.

9. **FAMILY ILLNESS LEAVE:** Each employee shall be granted five (5) days each year of family illness leave for sickness or injury to the employee's spouse, child or parent. Such leave shall be deducted from the employee's personal sick leave.

ARTICLE VI

INSURANCE

A. During the term of this agreement, the employer shall provide for employees and their dependents (as defined by Principal Financial Group or other group health insurance carrier) Principal Financial Group coverage currently in effect with the employer or similar group insurance from an insurance company.

The district will provide \$175.00 per month for employees who take single coverage or who are covered by insurance of a spouse employed by the district. The \$175.00 will be used to purchase a tax-sheltered annuity.

B. Employer shall obtain for and on behalf of each employee, group life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00) which shall include double indemnity, accidental death and dismemberment.

C. Employees shall participate in a long-term disability insurance program that provides income protection at sixty-six and two-thirds percent (66 2/3%) of the employee's covered monthly compensation. The employee shall pay 100% of the premium. Premiums will be paid through payroll deduction. There shall be a waiver of premium clause for those on disability.

D. Licensed employees who are initially employed after July 1, 1993, shall be entitled to insurance benefits in the amounts indicated. (1) Licensed individuals employed on an FTE (Full-Time Equivalency) basis from 0.1 through 0.49 shall receive no insurance benefits. (2) Licensed individuals employed on an FTE basis from 0.50 through 0.874 shall receive single health insurance plus a pro-rata portion of all other insurance benefits. (3) Licensed individuals employed on an FTE basis from 0.875 and above shall receive full insurance benefits.

E. Employees will have the option to purchase dental insurance, subject to carrier requirements and restrictions.

ARTICLE VII

DUES DEDUCTION

A. Any employee may sign and deliver to the employer an Assignment authorizing payroll deductions for professional dues to the Association by October 10th. The form of the Assignment shall be set forth in Schedule C.

B. Pursuant to a deduction authorization, the employer shall deduct one-sixteenth (1/16) of total dues from the regular salary check of the employee each pay period for eight (8) months, beginning in October and ending in May of each year.

C. New employees to the district after October 10th shall have thirty (30) days from date of employment to submit the dues authorization form set out in Schedule C.

D. Such authorization shall continue in effect unless revoked in writing by a thirty (30) day notice to the Board.

E. The employer will remit the dues hereinbefore deducted in the form of one check made payable as directed in writing by the Association, delivered to the party directed in writing by the Association, which party shall receipt therefore. Said deductions shall be delivered to the Association within five days following the month said dues were deducted from the employees covered by this Agreement.

F. The employer's obligation hereunder shall be only for the month for which said dues were authorized to be deducted by the employee and shall not include any accrual by the Association for said dues.

ARTICLE VIII

ASSOCIATION

A. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each school building in areas designated by the building administrator; such as, teacher lounges, but not in areas open to the public or students.

B. Intra-school mail facilities may be used for the distribution of official Association communications so long as it does not require additional delivery services or delay normal district distribution.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times during the normal school day, provided that this shall not interfere with or interrupt normal school operations. Any ISEA, NEA or JDC member outside the Maquoketa Valley School District bargaining unit that has Association business to perform shall report to the building principal, or designee, that he/she is in the building and identify the employee or employees he/she wishes to see. The principal, or designee, will check schedules of employees and grant permission if the employees are not involved in direct supervision or classroom instruction.

D. The Association may use the buildings of the school district on the same basis and pursuant to the same procedure as any other outside group requesting use of said buildings. The Association shall not be favored in any manner over any outside group requesting use of said buildings and the Association shall be subject to the same payment procedures and restrictions as any outside group requesting use of said buildings. Any change in the regulations with respect to the use of said buildings by outside groups including the Association, shall not be the subject of arbitration or renegotiation under this Agreement.

ARTICLE IX

EVALUATION PROCEDURES

A. The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated each school year. Beyond their second year of service, classroom teachers will be formally evaluated at least once every third year.

B. Initial Meeting - Prior to October 1, the building administrator will meet with all beginning, new and career teachers that will be observed to review expectations and evaluation timelines. The expectations include the Iowa teaching standards and criteria. At this time, the administrator will provide staff with copies of all evaluation guidelines and forms.

C. Copies of the completed evaluation forms will be given to the teacher.

D. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file.

E. All formal observations of classroom teaching performance shall be conducted openly and with full knowledge of the teacher. A copy of any such evaluation shall be given to the teacher before the post-observation conference. The teacher shall have the right to respond in writing to the evaluation and the response shall be attached to the evaluation in the teacher's personnel file. All evaluations shall be fair, accurate and the methods uniformly applied.

F. The present evaluation system is on file at the administrative office and shall be made available to any teacher upon request.

G. Failure of the employer to follow the evaluation methods and procedures as outlined in the district plan shall be subject to the grievance procedure. The substance of an evaluation may be challenged in the grievance procedure if arbitrary or capricious and if it is used as a basis to deny an employee any salary or fringe benefit or is used as a basis to alter an employee's status with the Employer. Failure to file a grievance challenging an evaluation prior to its affect upon an employee shall not be deemed as a waiver of rights or acquiescence. The rights of beginning teachers will be as outlined by the State of Iowa.

ARTICLE X

STAFF REDUCTION

A. For the purpose of this article, seniority will be based on continuous years of employment by the Board for each category taught by the employee. If an employee teaches in more than one category, he/she will receive credit in each category taught. Employees voluntarily or involuntarily transferred shall retain their prior seniority in their previous position/s but it will not continue to accrue. They do not carry prior seniority to their new position. Seniority will not be broken by unpaid leaves of absence, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

In the event of reduction in the number of staff, those teachers in the professional category affected shall be terminated by the following order of procedures:

1. Attrition;
2. Teachers with temporary or emergency certification;
3. The seniority principle shall apply as follows:

(a) There shall be five professional categories:

(1) Junior Kindergarten through the Sixth Grade including
ESEA Chapter I reading teachers

(2) Grades Seven (7) through Twelve (12) [7-12] which
shall consist of the following sub-categories:

Science, English-Speech, Social Studies, Home
Economics, Vocational Agriculture, Language,
Mathematics, Business, Guidance, Driver
Education, Industrial Arts, Reading Teacher

(3) Kindergarten through Twelve (K-12) which shall
consist of the following sub-categories:

Librarians, Art, Music, Physical Education and
Talented & Gifted

(4) Kindergarten through Twelve (K-12) Learning
Disabilities

(5) Kindergarten through Six (K-6) Guidance Counselor

If a teacher is eliminated from any category or sub-category and has had previous teaching experience in the Maquoketa Valley School District in any of the other categories

or sub-categories, then said teacher will have an opportunity to enter said other category or sub-categories if their accrued years of teaching in said category or sub-category is greater than that of other employees in the said category or sub-category.

(b) Extra Duty assignments shall not be given preference above seniority rights.

B. RECALL RIGHTS: Any teacher terminated pursuant to this section shall have recall rights to the position in which the teacher had seniority immediately prior to said termination for three years from effective date of his/her termination. During said three year period, all teachers with recall rights shall be offered unfilled positions for which they have had previous teaching experience in the Maquoketa Valley School District. The person with the most accrued years of teaching in said category or sub-category at Maquoketa Valley School District shall be offered said unfilled position before said position is offered to a teacher with no recent teaching experience at Maquoketa Valley. Any teacher terminated should inform the school district of address change if he/she wants to be offered available positions. Notice of recall shall be sent by Registered Mail to the last address given in writing to the employer by the teacher to be recalled. Failure on the part of the teacher to respond in writing by Registered Mail to said notice within 15 days shall result in a forfeiture of all recall rights of said teacher.

C. NOTIFICATION: The administration shall provide written notice to the association and to any teacher affected by reduction as early as possible, but not later than April 30, preceding such school year.

D. BENEFITS: Upon exercising his/her recall rights, any teacher shall be given back his/her prior experience rating in the district. He/she shall also get all benefits and salaries pursuant to the current salary schedule at the time of recall.

ARTICLE XI

TRANSFER PROCEDURE

1. Voluntary Transfers: Any employee may apply for voluntary transfer to a different building by making application therefore in writing and delivering same to the superintendent at his/her office.

2. Involuntary Transfers:

A. Definition: The assignment of an employee to a different job classification, grade level, subject area or building shall be considered a transfer.

B. Notice: Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical.

3. Association Notification: Any transfer openings, or dismissals shall be made within (3) working days to the association's chief negotiator. Failure to provide this information in a timely manner will not void the action taken by the district.

ARTICLE XII

IN-SERVICE TRAINING

Employees shall participate in and attend in-service training curricula established by the employer at the times and places designated by the employer.

ARTICLE XIII

GRIEVANCE PROCEDURE

1. All grievances arising under and during the term of this agreement shall be settled in accordance with the procedure hereinafter set forth.

2.01. The word "grievance" whenever used in this Agreement shall mean a complaint on the part of any employee or the Association in regard to the interpretation and application of the specific terms and provisions of this agreement.

2.02. The following procedures shall be followed in the settlement of all grievances of employees:

A. (Step I) the aggrieved employee or the Association's representative shall take up any grievance with the employee's immediate supervisor, as soon as possible. They shall usually meet within 24 hours after such meeting is requested, except where that period includes a weekend, holiday or a scheduled school vacation period.

B. (Step II) If the employee's immediate supervisor is unable to settle the grievance and the Association wishes to process the grievance further, the Association shall submit in writing the matter in dispute to the superintendent or his/her representative and the employee's immediate supervisor within five days after the receipt of said written notice. The superintendent or his/her representative shall give to the aggrieved employee(s) and the Association a disposition of said grievance in writing within ten days after the meeting held on the grievance in this step.

C. (Step III) If the grievance is not settled by any of the foregoing steps, and the Association wishes to process the grievance further, then the grievance shall be submitted to Arbitration provided written notice of intention to arbitrate is given to the superintendent or his/her designated representative within ten (10) school days after the date of the superintendent's decision as provided in Step II. The decision of the Arbitrator shall be final and binding on the parties.

The Arbitrator shall be chosen from a panel of five (5) disinterested nominees to be elected by the Federal Mediation and Conciliation Service. A request for the selection of the panel of nominees shall be submitted jointly to the Federal Mediation and Conciliation Service within five (5) school days after the Association wishes to submit the grievance to Arbitration. Within five (5) school days after the receipt of the panel of disinterested arbitrators, submitted by the Federal Mediation and Conciliation Service, the representative of the Association and the superintendent, or his/her designated representative, shall meet and determine by lot who shall strike first from the list of five (5) disinterested arbitrators, submitted by the Federal Mediation and Conciliation Service. The parties shall then alternately strike one of the names from the panel submitted by the Federal Mediation and Conciliation Service and the remaining name shall be the arbitrator.

D. The Arbitrator shall then meet as soon as possible to hear the grievance. The

Association and the employer agree to bear the expense of its own counsel, representatives and witnesses, and each shall pay one-half of all other expenses of the arbitration. Either the Association or the employer may request that a court reporter's transcript of the hearing be made. The party so requesting said transcript shall bear the cost of the court reporter and the cost of the independent arbitrator's copy of the court reporter's transcript.

E. The Arbitrator shall not amend, alter or change this Agreement in any manner or form. The arbitrator's decision must be in writing with copies to each party and shall set forth his/her findings of fact, reasoning and conclusion on the issue submitted.

F. The decision of the Arbitrator shall be binding on the employer, employee and Association with respect to said grievance.

G. Criteria for employee transfer or staff reduction shall not be subject to arbitration or grievance procedures as hereinabove set forth.

H. No more than one grievance shall be submitted to any single arbitration.

I. All meetings and hearings under this procedure shall be conducted in private and shall include only the grievant, witnesses, and designated representatives of the grievant and the employer.

ARTICLE XIV

HEALTH & SAFETY

PHYSICAL EXAMINATIONS

A. New Employees: Physical examination by a licensed physician of the employee's choice shall be provided within one (1) month after initial employment.

B. Continuing Employees: Physical examination shall be required of all employees every three (3) years after initial employment.

C. Forms: Forms for physical examination shall be provided by the Board.

D. Cost: Cost of the required examination shall be shared by the Board to the extent of \$60.00 which shall be reimbursed to the employee upon receipt of the completed physical blank and receipt of payment.

SAFETY EQUIPMENT

The employer shall provide employees with safety equipment required by OSHA when the employee's job requires same. Prescription safety glasses and sunglasses shall not be provided for the employees by the employer.

ARTICLE XV

TERM OF AGREEMENT

This Agreement shall be effective July 1, 2005, and shall continue in force and effect until the 30th day of June, 2007.

ARTICLE XVI

SAVINGS CLAUSE

Any portion of this Agreement found to be in violation of existing Federal or State Law or regulation shall become inoperative and the balance of this agreement shall continue in full force and effect until date of expiration.

MAQUOKETA VALLEY
Approved Salary Schedule
2005/2006

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	MAQUOKETA VALLEY COMMUNITY SCHOOL DISTRICT													
2	SALARY SCHEDULE FOR 2005/2006													
3		STEP	B.A.	B.A.	B.A.+10	B.A.+10	B.A.+20	B.A.+20	M.A.	M.A.	M.A.+15	M.A.+15		
4			A	B	B	C	C	D	D	E	E	F		
5	COMPUTED AT A BASE SALARY		1.00	w/PHASE II	1.04	w/PHASE II	1.08	w/PHASE II	1.12	w/PHASE II	1.16	w/PHASE II		
6	\$23,550	0	23,550	24,128	24,492	25,070	25,434	26,012	26,376	26,954	27,318	27,896		
7		1	24,492	25,070	25,434	26,012	26,376	26,954	27,318	27,896	28,260	28,838		
8		2	25,434	26,012	26,376	26,954	27,318	27,896	28,260	28,838	29,202	29,780		
9		3	26,376	26,954	27,318	27,896	28,260	28,838	29,202	29,780	30,144	30,802		
10		4	27,318	27,896	28,260	28,838	29,202	29,780	30,144	30,802	31,086	31,784		
11	PHASE II COMPUTED AT :	5	28,260	28,838	29,202	29,820	30,144	30,802	31,086	31,784	32,028	32,766		
12	\$578	6	29,202	29,820	30,144	30,802	31,086	31,784	32,028	32,766	32,970	33,748		
13		7	30,144	30,802	31,086	31,784	32,028	32,766	32,970	33,748	33,912	34,730		
14		8	31,086	31,784	32,028	32,766	32,970	33,748	33,912	34,730	34,854	35,712		
15		9	32,028	32,766	32,970	33,748	33,912	34,730	34,854	35,712	35,796	36,694		
16		10	32,970	33,748	33,912	34,730	34,854	35,712	35,796	36,694	36,738	37,676		
17		11	33,912	34,730	34,854	35,712	35,796	36,694	36,738	37,676	37,680	38,658		
18		12	34,854	35,712	35,796	36,694	36,738	37,676	37,680	38,658	38,622	39,640		
19	CAREER INCREMENTS:	13	35,154	36,052	36,738	37,676	37,680	38,658	38,622	39,640	39,564	40,622		
20		14	35,454	36,392	37,038	38,016	38,622	39,640	39,564	40,622	40,506	41,604		
21		15	35,754	36,732	37,338	38,356	38,922	39,980	40,506	41,604	41,448	42,586		
22		16	36,054	37,072	37,638	38,696	39,222	40,320	40,906	42,044	42,390	43,568		
23		17	36,354	37,412	37,938	39,036	39,522	40,660	41,306	42,484	42,790	44,008		
24		18	36,654	37,712	38,238	39,376	39,822	41,000	41,706	42,924	43,190	44,448		
25		19	36,954	38,012	38,538	39,676	40,122	41,340	42,106	43,364	43,590	44,888		
26		20	37,254	38,312	38,838	39,976	40,422	41,640	42,506	43,804	43,990	45,328		
27		21	37,554	38,612	39,138	40,276	40,722	41,940	42,906	44,204	44,390	45,768		
28		22	37,854	38,912	39,438	40,576	41,022	42,240	43,306	44,604	44,790	46,168		
29		23	38,154	39,212	39,738	40,876	41,322	42,540	43,706	45,004	45,190	46,568		
30		24	38,454	39,512	40,038	41,176	41,622	42,840	44,106	45,404	45,590	46,968		
31		25	38,754	39,812	40,338	41,476	41,922	43,140	44,506	45,804	45,990	47,368		
32		26	39,054	40,112	40,638	41,776	42,222	43,440	44,906	46,204	46,390	47,768		
33		27	39,354	40,412	40,938	42,076	42,522	43,740	45,306	46,604	46,790	48,168		
34		28	39,654	40,712	41,238	42,376	42,822	44,040	45,706	47,004	47,190	48,568		
35		29	39,954	41,012	41,538	42,676	43,122	44,340	46,106	47,404	47,590	48,968		
36		30	40,254	41,312	41,838	42,976	43,422	44,640	46,506	47,804	47,990	49,368		
37		31	40,554	41,612	42,138	43,276	43,722	44,940	46,906	48,204	48,390	49,768		
38		32			42,438	43,576	44,022	45,240	47,306	48,604	48,790	50,168		
39		33					44,322	45,540	47,706	49,004	49,190	50,568		
40		34							48,106	49,404	49,590	50,968		
41		35							48,506	49,804	49,990	51,368		
42		36							48,906	50,204	50,390	51,768		
43		37							49,306	50,604	50,790	52,168		
44		38									51,190	52,568		

MAQUOKETA VALLEY
Approved Salary Schedule
2005/2006

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
45	BA; BA10; BA20 - (\$300 - \$600 - \$900 - \$1200 - \$1500 - \$1800 - \$2100 - \$2400 - \$2700 - \$3000 - \$3300 - \$3600 - \$3900 - \$4200 - \$4500 - \$4800 - \$5100 - \$5400 - \$5700)													
46	A teacher must be on the last step of their present training lane for more than one year to qualify for the \$300 career increment; on the last step of their present training lane for more than two years													
47	to qualify for the \$600 career increment; on the last step of their present training lane for more than three years to qualify for the \$900 career increment;													
48	on the last step of their present training lane for more than four years to qualify for the \$1200 career increment; on the last step of their present training lane for more													
49	than five years to qualify for the \$1500 career increment; on the last step of their present training lane for more than six years to qualify for the \$1800 career increment;													
50	on the last step of their present training lane for more than seven years to qualify for the \$2100 career increment; on the last step of their present training lane for more													
51	than eight years to qualify for the \$2400 career increment; on the last step of their present training lane for more than nine years to qualify for the \$2700 career increment;													
52	on the last step of their present training lane for more than ten years to qualify for the \$3000 career increment; on the last step of their present training lane for													
53	more than eleven years to qualify for the \$3300 career increment; on the last step of their present training lane for more than twelve years to qualify for the \$3600 career													
54	increment; on the last step of their present training lane for more than thirteen years to qualify for the \$3900 career increment; on the last step of their present training													
55	lane for more than fourteen years to qualify for the \$4200 career increment; on the last step of their present training lane for more than fifteen years to qualify for the \$4500 career increment;													
56	on the last step of their present training lane for more than sixteen years to qualify for the \$4800 career increment, on the last step of their present training lane for more than seventeen													
57	years to qualify for the \$5100 career increment; on the last step of their present training lane for more than eighteen years to qualify for the \$5400 career increment;													
58	and, on the last step of their present training lane for more than nineteen years to qualify for the \$5700 career increment.													
59	MA; MA10 - (\$400 - \$800 - \$1200 - \$1600 - \$2000 - \$2400 - \$2800 - \$3200 - \$3600 - \$4000 - \$4400 - \$4800 - \$5200 - \$5600 - \$6000 - \$6400 - \$6800 - \$7200 -													
60	\$7600 - \$8000 - \$8400 - \$8800)													
61	The same qualifications as stated above will be applied to the MA lane except the increments will be \$400, \$800, \$1200, \$1600, \$2000, \$2400, \$2800, \$3200, \$3600,													
62	\$4000, \$4400, \$4800, \$5200, \$5600, \$6000, \$6400, \$6800, \$7200, \$7600, \$8000. \$8400 and \$8800.													
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SUPPLEMENTAL SCHEDULE FOR 2005/2006 (LISTED BY BEGINNING SALARY PERCENTAGE)

EXHIBIT A-1

FACTORED ON A BASE OF \$23.550

STEP	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Activity Director	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.105	0.110
Adult Ed Coord.	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.095	0.100
Annual Sponsor	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.095	0.100
Band, Elem & JH	0.035	0.040	0.045	0.050	0.055	0.060	--	--	--
Band, HS	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.145	0.150
Baseball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.115	0.120
Baseball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.125	0.130
Baseball, JH	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.105	0.110
Basketball, Asst Boys	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.125	0.130
Basketball, Asst Girls	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.125	0.130
Basketball, Head Boys	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.150	0.155
Basketball, Head Girls	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.150	0.155
Basketball, JH Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Basketball, JH Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Cheerleading	0.050	0.055	0.060	0.065	0.070	0.075	--	--	--
Cross Country	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.115	0.120
Drill Team	0.035	0.040	0.045	0.050	0.055	0.060	--	--	--
FFA	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.145	0.150
Football, Assistant	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.120	0.125
Football, Head	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.150	0.155
Football, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Golf, Head	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Golf, Asst.	0.055	0.060	0.065	0.070	0.075	0.080	0.085	0.100	0.105
Newspaper Sponsor	0.050	0.055	0.060	0.065	0.070	0.075	0.080	0.095	0.100
Prom Sponsor	0.025	0.030	0.035	0.040	0.045	0.050	0.055	0.070	0.075
Softball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.115	0.120
Softball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.125	0.130
Softball, JH	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.105	0.110
Speech & Drama	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.145	0.150
Speech & Drama, Asst	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Track, Asst Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Track, Asst Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Track, Head Boys	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.120	0.125
Track, Head Girls	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.120	0.125
Track, JH Boys	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Track, JH Girls	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Vocal, HS	0.100	0.105	0.110	0.115	0.120	0.125	0.130	0.145	0.150
Vocal, HS Asst.	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Volleyball, Asst	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.115	0.120
Volleyball, Head	0.080	0.085	0.090	0.095	0.100	0.105	0.110	0.125	0.130
Volleyball, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115
Wrestling, Asst	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.120	0.125
Wrestling, Head	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.150	0.155
Wrestling, JH	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.110	0.115

MAQUOKETA VALLEY
TA Salary Schedule
2005/2006

	A	B	C	D	E	F	G	H	I	J	K
127								EXHIBIT B			
128											
129											
130											
131											
132		STEP	B.A.	B.A.+10	B.A.+20	M.A.	M.A.+15				
133		0									
134		1									
135		2									
136		3									
137		4				80	120				
138		5		40	80	120	160				
139		6	40	80	120	160	200				
140		7	80	120	160	200	240				
141		8	120	160	200	240	280				
142		9	160	200	240	280	320				
143		10	200	240	280	320	360				
144		11	240	280	320	360	400				
145		12	280	320	360	400	440				
146		13	320	360	400	440	480				
147		14	360	400	440	480	520				
148		15	400	440	480	520	560				
149		16	440	480	520	560	600				
150		17	480	520	560	600	640				
151		18		560	600	640	680				
152		19			640	680	720				
153		20				720	760				
154		21					800				
155		22									
156		23									
157		24									
158		25									
159		26									
160		27									
161		28									
162		29									
163											
164		PAYMENT PLAN FOR PHASE II DOLLARS: (1) All eligible for Phase II dollars will be paid according to the figure in the cell for their respective lane and step.									
165		(2) All remaining Phase II dollars will then be divided on an F.T.E. basis to all those eligible for Phase II dollars. Thus, one's Phase II payment is equal to the									
166		amount in their respective cell plus F.T.E. distribution. (3) Phase II payments will be made as soon as the district receives the money from the state.									
167		(4) It is understood that this schedule is null and void if the district does not receive Phase II payments from the state.									
168											
169		The F.T.E. payment is based on current staff and is subject to modification depending on staff placement and negotiated base.									
170											

MAQUOKETA VALLEY
TA Salary Schedule
2005/2006

	A	B	C	D	E	F	G	H	I	J	K
218											
219											
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221											
222											
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PHASE II DOLLARS PAID TO MAQUOKETA VALLEY TEACHERS

Total estimated Phase II dollars available based on the 2004 enrollment: ($\$80.17 \times 899.1$)	\$72,081
Less carry-over dollars from 2004/2005:	\$0
Less tuitioned-out students:	\$1,000
Sub-total of Phase II dollars:	\$71,081
Less fixed charges:	\$8,381
Total Phase II dollars available to be paid on in salaries:	\$62,700
Phase II dollars allotted to above schedule:	\$25,904
Additional off-schedule Phase II dollars available:	\$36,796
Less Phase II dollars paid to teachers receiving off-schedule Phase II dollars:	\$3,468
Total off-schedule Phase II dollars available:	\$33,328
F.T.E. teachers paid from Phase II schedule:	57.670
Phase II dollars per F.T.E. in addition to those scheduled:	\$578

EXHIBIT C

**AUTHORIZATION FORM FOR PAYROLL DEDUCTION
FOR ASSOCIATION DUES**

Please Print

Mr. () Social Security No. _____

Ms. ()

Mrs. () _____

Last

First

Middle

Address

City

State

Zip

Building Where Employed

Position

I hereby authorize the Maquoketa Valley Community School District to deduct dues to be paid to the Maquoketa Valley Education Association in the amount indicated by the MVEA to be withheld in 16 payments commencing with the first pay period in October.

It is understood that this authorization shall continue in effect from year to year unless revoked in writing. Said revocation notice must be filed with the District's Payroll Office at least thirty calendar days prior to its effective date.

Date _____ Signature _____